In the

# United States Court of Appeals

## For the Seventh Circuit

**No. 11611**

CUNEO PRESS, INC.,

*Plaintiff-Appellee,*

*vs.*

KOKOMO PAPER HANDLERS' UNION NO. 34 AND KOKOMO PRINTING PRESSMEN & ASSISTANTS' UNION NO. 302,

*Defendants-Appellants.*

Appeal from the United States District Court for the Southern District of Indiana, Indianapolis Division.

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1 Pleas of the United States District Court for the Southern District of Indiana, at the United States Court House in the City of Indianapolis in said District, before the Honorable Cale J. Holder, a Judge of said District Court.

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| Cuneo Press, Inc.,<br>*vs.*<br>Kokomo Printing Pressmen & Assistants' Union No. 302, International Printing Pressmen & Assistants' Union of North America, A.F.L.;<br>Kokomo Paper Handlers' Union No. 34, International Printing Pressmen & Assistants' Union of North America, A.F.L.; and,<br>International Printing Pressmen & Assistants' Union of North America, A.F.L., | No. IP 55-C-24 |

Be It Remembered, that on the 27th day of January, 1955 before the Honorable Cale J. Holder, a Judge of said Court, the following proceedings in the above case were had, to-wit:

Comes now the plaintiff, by its attorneys, and filed Complaint for temporary restraining order, Injunction and damages under Section 301 of the National Labor Relations Act of 1947, which Complaint reads as follows:

2 UNITED STATES DISTRICT COURT,

Southern District of Indiana,

Indianapolis Division.

Cuneo Press, Inc., *Plaintiff,*

*vs.*

Kokomo Printing Pressmen & Assistants' Union No. 302, International Printing Pressmen & Assistants' Union of North America, A.F.L.;

Kokomo Paper Handlers' Union No. 34, International Printing Pressmen & Assistants' Union of North America, A.F.L.; and,

International Printing Pressmen & Assistants' Union of North America, A.F.L., *Defendants.*

Civil Action No. IP 55-C-24

COMPLAINT FOR TEMPORARY RESTRAINING ORDER, INJUNCTION AND DAMAGES UNDER SECTION 301 OF THE NATIONAL LABOR MANAGEMENT RELATIONS ACT OF 1947.

(Filed Jan. 27, 1955, Clerk.)

The complaint of the plaintiff respectfully represents to the court:

I.

This action is to seek temporary restraining order, injunctive relief and damages for violation by the defendants hereto of a certain contract between the plaintiff and defendants under Section 301 National Labor Management Relations Act of 1947.

II.

That plaintiff, an Illinois corporation engaged in business in Indiana with a substantial printing plant located at Kokomo, Indiana, and all defendants on April 10, 1953 entered into a certain employment contract providing for wages, hours and other working conditions. The said contract is still in full force and effect. All of the defendants hereto have in their possession copies of said contract.

That a copy of Article 14 of said contract entitled
3 "Work Stoppages" is attached hereto, made a part hereof and marked "Exhibit A". So long as such contract continues in full force and effect the defendants are obligated to prevent work stoppages.

III.

That on or about January 24, 1955, contrary to the above contract between the parties hereto the defendants in violation of said contract, particularly Article 14, did plan and cause a work stoppage at the plant of the plaintiff located in Kokomo, Indiana. That from January 24, 1955 to this date the above labor organizations by their officers, agents and employees did engage in, induce, encourage and cause the employees of the plaintiff to engage in a strike or work stoppage. That the officers, agents and employees of the defendent Kokomo Paper Handlers Union No. 34 did engage in and induce the employees of the plaintiff who are members of their trade union to cease working at the plaintiff's Kokomo plant and refused to report for work since said date of January 24, 1955. That the officers, agents and employees of the defendant Kokomo Printing Pressmen & Assistants' Union No. 302 did engage in, induce and encourage all of the plaintiff's employees who are members of such trade union to present themselves on the property and in the plant of the plaintiff, but all of said employees have refused to perform any work or services for the plaintiff since January 24, 1955 and have participated in what is commonly termed a sit down strike. That the above two mentioned defendant local unions are subsidiary unions of the defendant International Printing Pressmen & Assistants' Union of North America, A.F.L. and at all

times herein mentioned said defendant local unions have been acting for and on behalf of said defendant International Union.

IV.

That the plaintiff at its Kokomo, Indiana, plant is primarily engaged in the printing of magazines and other periodicals in large numbers, which magazines and periodicals have a wide-spread national and international circulation. That the plaintiff, due to said work stoppages in violation of the aforesaid contract, has been unable to carry out it contracts with the publishers of said
4 magazines and periodicals for the printing and delivering of said magazines and periodicals for distribution and will be so prevented to its irreparable damages.

V.

That because of the defendants' violation of the aforesaid contract the plaintiff is in imminent danger of losing or having cancelled its valuable contracts with the publishers of the aforesaid magazines and periodicals. That by reason thereby the plaintiff has suffered irreparable damage and has no adequate remedy at law against the defendants and therefore the defendants should be enjoined from further violating the aforesaid contract, particularly Article 14 of the same; that in addition said contract provided for arbitration in the event of a dispute but notwithstanding such contract provision the defendants have refrained and refused to arbitrate any alleged grievance but have proceeded illegally as herein alleged.

VI.

That because of the defendants' violations of the aforesaid contract the plaintiff has been rendered unable to carry out and perform the plaintiff's contracts with publishers of magazines and periodicals which have a wide spread national and international circulation and has sufferred and will suffer in the future loss of contracts, profits and good will. That the plaintiff has been damaged in the amount of One Million Dollars ($1,000,000.00).

VII.

That by reason of the facts herein alleged the plaintiff ill suffer immediate and irreparable injury, loss and amage unless a temporary restraining order is issued gainst the defendants without notice. That the plaintiff as contracts to print the following nationally known agazines and publications at certain definite times in the mmediate future: "Good Housekeeping," "American ome," "Sports Afield," "Every Woman," "Mamoth" nd other publications which are widely distributed in various parts of the United States and foreign countries; that unless the defendants herein are restrained from preventing the publication of said magazines and eriodicals the plaintiff will be unable to fulfill its contracts with the publishing concerns referred to above ereby resulting in large monetary and other damages of irreparable nature and character. That said defendants ave caused said work stoppage of the entire operation of laintiff's Kokomo, Indiana, plant because of their dispute with another union over certain work in plaintiff's ant which amounts to not more than 1/10th of 1% of the tire operations in said plant. That said work stoppage, used by the defendants was and is without just cause.

VIII.

That the controversy described herein constitutes a suit r violations of the contract between an employer and rtain labor organizations representing employees in an dustry affecting commerce; that said controversy arises connection with the plaintiff's plant which is located at okomo, Indiana. That the duly authorized agents of the fendants are engaged in representing and acting for nployee members at Kokomo, Indiana.

Wherefore, plaintiff prays that a temporary restraining der without notice be issued forthwith; that the defendnts and each of them be enjoined from further violation the contract hereinabove referred to, particularly Article of said contract; judgment against the defendants in e sum of One Million Dollars ($1,000,000.00), interest, sts of this action and all other proper relief.

Ruckelshaus, Reilly, Rhetts & O'Connor,
By: John K. Ruckelshaus,
John C. O'Connor,
*Attorneys for Plaintiff.*

6 Affidavit.

State of Indiana, } ss:
County of Marion. }

C. F. Peterson, being first duly sworn upon his oath, states that he is general manager of the plaintiff corporation; that he has read the foregoing complaint and that the facts stated therein are true to his best knowledge and belief. That this affidavit is made for and on behalf of the plaintiff corporation.

(Signed) C. F. Peterson,
C. F. Peterson.

Subscribed and sworn to before me on this the 27th day of January, 1955.

Margaret M. Wilson,
*Notary Public.*

My commission expires: November 21, 1955.

7 "Exhibit A."

"Article XIV.

Work Stoppage.

Section (1) It is understood that the Union is without power to compel its members to work with non-union employees, and any such refusal to work shall not constitute a breach of this Agreement. The parties to this contract shall undertake to avoid any lockout, strike, slow down or stoppage of work during the life of this Agreement. In case of an unauthorized stoppage, the Union and the Employer will cooperate to fix responsibility and take appropriate action, disciplinary or otherwise, to remove the cause or causes."

8 And afterwards to-wit: at the December Term of said Court on the 15th day of February, 1955, before the Honorable Cale J. Holder, a Judge of said Court, the following further proceedings were had herein, to-wit:

Come now the defendants, Kokomo Printing Pressmen & Assistants' Union No. 302 and Kokomo Paper Handlers' Union No. 34, by their attorneys, and file Motion to Stay, which Motion reads as follows:

9 UNITED STATES DISTRICT COURT.

* * (Caption—IP-55-C-24) *

MOTION TO STAY OF DEFENDANTS, KOKOMO PRINTING PRESSMEN & ASSISTANTS' UNION NO. 302 AND KOKOMO PAPER HANDLERS' UNION NO. 34.

These defendants move the Court, pursuant to the Arbitration Act, Title 9 USCA, Sec. 3 to stay the proceedings brought against them, since the issues involved are properly referable to arbitration under the contract between the plaintiff and these defendants, which said contract is referred to in paragraph II of the complaint, and these defendants being not in default in proceeding with such arbitration.

Minter, McLellan, Tipton & Thatcher,
Minter-McLellan Building,
Kingsport, Tennessee,
*Attorneys for Defendants.*

(Handwritten note:) 9/12/55 Overruled C. J. H.

10 Certificate of Service.

I, John S. McLellan, one of counsel for the above named defendants in the above entitled action, do hereby certify that on this the 14th day of February, 1955, I served the foregoing motion upon Mr. John K. Ruckelhaus, 108 E. Washington Street, Indianapolis, Indiana, by depositing a true copy of the same in the United States mail with proper first class postage affixed addressed to him.

John S. McLellan.

11 And afterwards, to-wit: at the March Term of said Court on the 14th day of March, 1955, before the Honorable Cale J. Holder, a Judge of said Court, the following further proceedings were had herein, to-wit:

Comes now the plaintiff by its attorneys and files Motion for Oral Argument on Plaintiff's Objections and Brief in Opposition to Motion to Stay of Defendants, Kokomo Printing Pressmen & Assistants' Union No. 302 and Kokomo Paper Handlers' Union No. 34; and Motion to Dismiss of International Printing Pressmen & Assistants' Union of North America, A. F. L., defendant herein, which Motion reads as follows:

12 UNITED STATES DISTRICT COURT.

* * (Caption—IP-55-C-24) * *

MOTION FOR ORAL ARGUMENT.

(Filed Mar. 14, 1955. Robert G. Newbold, Clerk.)

Comes now the plaintiff Cuneo Press, Inc., and respectfully petitions the court for an oral argument on Plaintiff's Objections and Brief in Opposition to Motion to Stay of Defendants, Kokomo Printing Pressmen & Assistants' Union No. 302 and Kokomo Paper Handlers' Union No. 34; and Motion to Dismiss of International Printing Pressmen & Assistants' Union of North America, A. F. L., Defendant, heretofore filed in connection with the above entitled cause of action.

Ruckelshaus, Reilly, Rhetts & O'Connor,
By: John K. Ruckelshaus.

13 Certificate of Service.

I, John K. Ruckelshaus, one of counsel for the above named plaintiff in above entitled action, do hereby certify that on this the 10th day of March, 1955, I served the foregoing Motion for Oral Argument upon Mr. John S. McLellan, Minter, McLellan & Tipton, Minter-McLellan Building, Kingsport, Tennessee, by depositing a true copy of the same in the United States mail with proper first class postage affixed, addressed to him.

John K. Ruckelshaus.

14 And afterwards, to-wit: at the March Term of said Court on the 20th day of June, 1955, before the Honorable Cale J. Holder, the following further proceedings were had herein, to-wit:

Court orders the above-entitled cause assigned for oral argument on pending motions on Tuesday, July 5, 1955 at 2:00 o'clock P. M., and Notice of Oral Argument is entered of record and mailed to attorneys, which Notice reads as follows:

15 UNITED STATES DISTRICT COURT.

* * (Caption—IP-55-C-24) * *

NOTICE OF ORAL ARGUMENT.

Entry for June 20, 1955.

It is ordered by the Court that the above-entitled cause be and the same is hereby assigned for oral argument on Plaintiff's Objections to Motion to Stay of Defts., Kokomo Printing Pressmen & Assistants' Union No. 302 and Kokomo Paper Handlers' Union No. 34; and Motion to Dismiss of International Printing Pressmen & Assistants' Union of N. America, AFL, on Tuesday, July 5, 1955, at 2:00 o'clock P. M., C. D. S. T., before the Hon. Cale J. Holder, Judge.

Copy to:

Ruckelshaus, Reilly, Rhetts & O'Connor, 108 E. Washington St., Indianapolis 4, Indiana;

Minter, McLellan and Tipton, Center Key Bldg., Kingsport, Tennessee.

16 And afterwards, to-wit: at the March Term of said Court on the 5th day of July, 1955, before the Honorable Cale J. Holder, a Judge of said Court, the following further proceedings were had herein, to-wit:

Comes now the plaintiff and files Affidavit of Frank H. Ingram on behalf of the plaintiff, which reads as follows:

17 UNITED STATES DISTRICT COURT.

* * (Caption—IP-55-C-24) * *

## AFFIDAVIT ON BEHALF OF PLAINTIFF.

(Filed Jul. 5, 1955. Robert G. Newbold, Clerk.)

Frank H. Ingram, being duly sworn upon his oath, for and on behalf of the plaintiff, Cuneo Press, Inc., makes the following affidavit:

(1) That he is the duly authorized representative of Cuneo Press, Inc.; that his duties on behalf of the plaintiff has to do with labor relations.

(2) That after the above entitled suit was filed in this court, service of process on the defendant International Printing Pressmen & Assistants' Union of North America, A. F. L., was had by delivering summons to Patrick J. O'Sullivan, who, at the time of such service of summons, was the duly authorized agent of said defendant International Union, and was engaged in representing and

18 acting for the employees members of such International Union in Kokomo, Indiana, which is located within the southern district of Indiana, Indianapolis Division of the United States District Court.

(3) That on January 24, 1955, the defendant Unions as charged in plaintiff's complaint, did engage in what is commonly termed a "sit-down strike"; that such strike was called and conducted by said Unions in direct violation of the contract which was in full force and effect by and between such Unions and the plaintiff herein; that the Unions at no time made any attempt whatsoever to submit any agreement or complaint to arbitration, but on the contrary, proceeded to call such strike without warning or notice to the plaintiff; that if there were any grievances, which were

submitted to arbitration in accordance with such contract of employment, the defendants were wholly in default in calling such strike without attempting to arbitrate any alleged complaint or grievance. That the contract referred to in plaintiff's complaint between plaintiff and defendants, contained no provisions whatsoever providing for arbitration of a claim for damages arising out of an unauthorized and illegal strike.

(4) That notwithstanding any telegraphic communications sent by the defendant International Union to the plaintiff at the time of the "sit-down strike", described in plaintiff's complaint, the plaintiff is informed and does believe that it will be able to establish that the defendant International Union authorized, ratified and actively participated in said work stoppage in violation of the terms of said contract of employment referred to in plaintiff's complaint.

Frank E. Ingram,
*Vice President and Representative of Cuneo Press, Inc.*

19 Subscribed and sworn to before me this 5th day of July, 1955.

John C. O'Connor,
(Seal) *Notary Public.*

My Commission Expires Sept. 13, 1958.

20 Comes now the defendant, Int'l. Printing Pressmen & Assistants' Union of N. America, by its counsel and files copy of the Constitution and Laws of said Organization, which reads as follows: (H. I.)

The defendant also files copy of Contract and Scale of Wages Jan. 1, 1953 to Dec. 31, 1954, between plaintiff and Kokomo Printing Pressmen and Assistants' Union No. 302, et al., which reads as follows: (H. I.)

The Court now hears Oral Argument on the Motion to Dismiss of the defendant, Int'l. Printing Pressmen & Assistants' Union of N. America, etc., and on the Plaintiff's Objections to Motion to Stay. The Court now grants the plaintiff ten (10) days from this date within which to file an Answer Brief to the Brief submitted by the defendant this date and the defendants are given seven (7) days thereafter within which to file a Reply Brief.

21 And afterwards, to-wit: at the August Term of said Court on the 12th day of August, 1955, before the Honorable Cale J. Holder, a Judge of said Court, the following further proceedings were had herein, to-wit:

Comes now the plaintiff by its attorneys and files Supplementary Affidavit of Frank H. Ingram, which Affidavit reads as follows:

22 UNITED STATES DISTRICT COURT.

* * (Caption—IP-55-C-24) * *

## SUPPLEMENTAL AFFIDAVIT OF FRANK H. INGRAM.

(Filed Aug. 12, 1955. Robert G. Newbold, Clerk.)

Frank H. Ingram, being first duly sworn according to law, deposes and states:

1. That he is a Vice-President of Cuneo Press, Inc., plaintiff in the above entitled cause of action; that the plaintiff on or about January 25, 1955 advised the defendant International Printing Pressmen & Assistants' Union of North America, A. F. L. by telegraphic communication that such International Union together with the two defendant local unions were violating their contract with the plaintiff corporation by reason of the fact that certain of the members of such International Union were proceeding with a sit-down strike notwithstanding the terms of such contract forbidding a work stoppage; that thereafter on or about the 25th day of January, 1955 the defendant International Union through its president Thomas E. Dunwody by telegraphic communication did notify the plaintiff Cuneo Press, Inc. that said International Union had instructed its representative Patrick O'Sullivan to confer with the representatives of the plaintiff corporation at Kokomo in connection with the charge made by the plain-

23 tiff against the defendant International Union. That promptly thereafter said Patrick O'Sullivan did meet with the representatives of the plaintiff corporation at Kokomo, Indiana and proceeded to discuss for and on behalf of the members of such International Union the charge

made by the plaintiff corporation that such International Union was violating its contract with the plaintiff corporation in that such International Union had authorized and directed a sit-down strike which was then being carried out by the members of the defendant International Union. That while said Patrick O'Sullivan was so engaged in representing the members of such defendant International Union at Kokomo, service of summons in the above entitled cause was had on Patrick O'Sullivan as the agent of the defendant International Union.

2. That by way of reply to the statement of Thomas E. Dunwody in the supplementary affidavit heretofore filed on behalf of the International Union (paragraph 8) "That the subordinate unions of this Defendant are completely autonomous" this affiant would states that such two defendant local unions are not autonomous but on the contrary are entirely subordinate and subject to the direction and control of the defendant International Union; that during the work stoppage described in plaintiff's complaint the representatives of the two defendant local unions were acting under the direction and order of the officers and representatives of the defendant International Union. That when the officers of the defendant International Union instructed the officers of the defendant local unions to cease such work stoppage and sit-down strike the members of the defendant local unions who were likewise members of the defendant International Union immediately returned to their employment with the plaintiff corporation and ceased and terminated the work stoppage and sit-down strike.

Frank H. Ingram,
*Vice-President of Cuneo Press, Inc.*

24 State of Illinois, } ss.
County of Cook. }

Subscribed and sworn to before me on this the 11th day of August, 1955.

Patricia Kelly,
(Seal) *Notary Public.*

My Commission expires: 2-8-57.

Certificate of Service.

I, John K. Ruckelshaus, one of counsel for the above named plaintiff in the above entitled action, do hereby certify that on this the 12th day of August, 1955, I served the foregoing affidavit of Frank H. Ingram upon Mr. John S. McLellan, Minter, McLellan & Tipton, Minter-McLellan Building, Kingsport, Tennessee, by depositing a true copy of the same in the United States mail with proper first class postage affixed, addressed to him.

John K. Ruckelshaus.

25 And afterwards, to-wit: at the August Term of said Court on the 12th day of September, 1955, before the Honorable Cale J. Holder, a Judge of said Court, the following further proceedings were had herein, to-wit:

Court overrules Motion of defendant International Printing Pressmen and Assistants' Union of America to dismiss and motion of defendant Kokomo Printing Pressmen and Assistants' Union 302 and Kokomo Paper Handlers Union #34 to stay proceedings, entry of these rulings is as follows:

26 UNITED STATES DISTRICT COURT.

* * (Caption—IP-55-C-24) * *

Entry for September 12, 1955.

Before the Honorable Cale J. Holder, Judge.

This cause came before the Court on the motion of International Printing Pressmen & Assistants' Union of North America, A. F. L.; to dismiss, and the motion of the defendants Kokomo Printing Pressmen & Assistants' Union No. 302 and Kokomo Paper Handlers' Union No. 34 to stay proceedings, and the Court having considered said motions and being fully advised in the premises, now

Orders that each of said motions be, and each is, hereby overruled.

Copy to:

Ruckelshaus, Reilly, Rhetts & O'Connor,
108 E. Wash. St., #1506,
Indianapolis, Indiana.

Minter, McLellan, Tipton & Thatcher,
Minter-McLellan Bldg.,
Kingsport, Tennessee.

27 And afterwards, to-wit: at the August Term of said Court on the 10th day of October, 1955, before the Honorable Cale J. Holder, a Judge of said Court, the following further proceedings were had herein, to-wit:

Come now the defendants, Kokomo Paper Handlers' Union No. 34 and Kokomo Printing Pressmen & Assistants' Union No. 302, by their attorneys, and file Notice of Appeal, which Notice reads as follows:

28 IN THE UNITED STATES DISTRICT COURT
For the Southern District of Indiana,
at Indianapolis, Indiana.

Cuneo Press, Inc.,
*Plaintiff,*
*vs.*
Kokomo Printing Pressmen & Assistants' Union No. 302, International Printing Pressmen & Assistants' Union of North America, A. F. L.;
Kokomo Paper Handlers' Union No. 34, International Printing Pressmen & Assistants' Union of North America, A. F. L.; and
International Printing Pressmen & Assistants' Union of North America, A. F. L.,
*Defendants.*
} Civil Action No. IP-55-C-24.

## NOTICE OF APPEAL.

(Filed Oct. 10, 1955. Robert G. Newbold, Clerk.)

Notice is hereby given that Kokomo Paper Handlers' Union No. 34 and Kokomo Printing Pressmen & Assistants' Union No. 302, Defendants above-named, hereby appeal to the United States Court of Appeals for the Seventh Circuit, from the order of the Court denying the motion of the above-named Defendants to stay proceedings pursuant to the United States Arbitration Act, 9 U. S. C. A. Sections 1-14, entered in this action on the 12th day of September, 1955.

Minter, McLellan, Tipton & Thatcher,
By John S. McLellan,
*Attorney for Appellants, Kokomo Printing Pressmen & Assistants' Union No. 302, and Kokomo Paper Handlers' Union No. 34.*
Minter-McLellan Building,
Kingsport, Tennessee.

29 I, John S. McLellan, Attorney for the above-named Defendants in the above-entitled cause, do hereby certify that on the 7th day of October, 1955, I served the foregoing Notice of Appeal on Mr. John K. Ruckelshaus, one of counsel for Plaintiff, by depositing a true copy of the same in the United States Mails, with proper first class postage affixed, addressed to him.

John S. McLellan.

30 And afterwards, to-wit: at the August Term of said Court on the 1st day of October, 1955, before the Honorable Cale J. Holder, a Judge of said Court, the following further proceedings were had herein, to-wit:

Come now the defendants-Appellants, Kokomo Printing Pressmen & Assistants' Union No. 302 and Kokomo Paper Handlers' Union No. 34, and file Designation of Contents of Record on Appeal, which Designation reads as follows:

31 IN THE UNITED STATES DISTRICT COURT.

* * (Caption IP-55-C-24) * *

## DESIGNATION OF CONTENTS OF RECORD ON APPEAL.

(Filed Oct. 21, 1955. Robert G. Newbold, Clerk.)

Pursuant to Rule 75(a) of the Federal Rules of Civil Procedure, the Defendants-Appellant, Kokomo Printing Pressmen & Assistants' Union No. 302 and Kokomo Paper Handlers' Union No. 34, hereby designate for inclusion in the record on appeal to the United States Court of Appeals for the Seventh Circuit, taken by Notice of Appeal filed October 10, 1955, the following portions of the record, proceedings and evidence in this action.

1. The Complaint.
2. The Motion to Stay of Defendants, Kokomo Printing Pressmen & Assistants' Union No. 302 and Kokomo Paper Handlers' Union No. 34.
3. Plaintiff's Motion for oral argument.
4. Order of Court of June 20, 1955, setting oral argument on Motion to Stay.

32 5. The Order of the Court of July 5, 1955, permitting the Defendant to file copy of contract and scale of wages between Plaintiff and Kokomo Printing Pressmen & Assistants' Union No. 302.

6. Order of the Court dated September 12, 1955, overruling Motion to Stay of Defendants, Kokomo Printing Pressmen & Assistants' Union No. 302 and Kokomo Paper Handlers' Union No. 34.

7. Notice of Appeal.

8. This designation.

9. Journal entries.

Minter, McLellan, Tipton & Thatcher,
By John S. McLellan,
*Attorney for Appellants, Kokomo Printing Pressmen & Assistants' Union No. 302, and Kokomo Paper Handlers' Union No. 34*
Minter-McLellan Building,
Kingsport, Tennessee.

33 I, John S. McLellan, Attorney for the above-named Defendants, Kokomo Printing Pressmen & Assistants' Union No. 302 and Kokomo Paper Handlers' Union No. 34, in the above-entitled cause, do hereby certify that on the 20th day of October, 1955, I served the foregoing Designation of Contents of Record on Appeal on Mr. John K. Ruckelshaus, 108 East Washington Street, Indianapolis 4, Indiana, one of counsel for Plaintiff, by depositing a true copy of the same in the United States Mails, with proper first-class postage affixed.

John S. McLellan.

34 DOCKET ENTRIES.

* * (Caption—IP-55-C-24) * *

For Plaintiff:

Ruckelshaus, Reilly, Rhetts & O'Connor, 108 E. Washington St., #1506, City.

For Defendant:

Minter, McLellan, Tipton & Thatcher, Minter-McLellan Bldg., Kingsport, Tennessee.

1/27/55—Complaint filed. Summons issued. Plff. files copy of notice of application for temporary injunction to be heard Feb. 1, 1955 at 9:30 A. M.

2/1/55—Plff. fi. petition for continuance. Approved. Hearing continued indefinitely. (SE).

1/29/55—Plff. fi. cost bond with Capitol Indemnity Co., as surety.

2/8/55—U. S. Marshal ret. summons & Notice. Served January 27, 1955.

2/15/55—International Printing Pressmen & Assistants' Union of No. America fi. motion to dismiss with certificate of service.

Defts. Kokomo Pressmen & Assistants' Union No. 302 and Kokomo Paper Handlers Union No. 34 fi. motion to stay with certificate of service.

2/24/55—Plff. fi. objections & brief in opposition to defts. motion to stay & motion to dismiss, with proof of service.

3/14/55—Plff. files motion for oral argument; with certificate of service.

6/20/55—Set for Oral Argument on Plff. Objections to Motion to Stay of Deft. Kokomo Printing Pressmen, etc. No. 302, and Kokomo Paper Handlers Union No. 34, and Motion to dismiss of Intl. Printing Pressmen, etc. on July 5, 1955 at 2:00 P. M. (SE).

7/5/55—Deft. fi. affidavit of Thomas E. Dernwoody in support of International Printing Pressmen and Assistants' Union of North America's motion to dismiss with proof of service.

35 7/5/55—Plff. fi. affidavit of Frank H. Ingram. Deft. fi. copy of Constitution & Laws of the Int'l Printing Pressmen & Assts. Union of N. A. Deft. also fi. copy of Contract and scale of Wages Jan. 1, 1953 to Dec. 31, 1954

including Stipulation No. 1 of said contract. Oral argument heard on motion of deft., Int'l. Union to Dismiss and on Plff's objections to motion of defts. to stay. Plff. given 10 days from this date within which to file an answer brief to the brief submitted by deft. this date and deft. is given 7 days thereafter within which to file its reply brief. (SE).

7/11/55—Plff. fi. memorandum in opposition to motion to dismiss and motion to stay.

8/9/55—Defts. fi. supplementary affidavit of Thomas E. Dunwody and copy of arbitration agreement between deft. International and the Printing Industries of America.

8/12/55—Plff. fi. supplementary affidavit of Frank H. Ingram.

9/6/55—Deft. International Printing Pressmen and Assistants' Union of North America file reply memorandum to brief with certification of service.

Defts. Locals 302 and 34 file reply memorandum with cert. of service.

Defts. fi. copy of Individual Arbitration Agreement.

9/12/55—Motion of deft. International Printing Pressmen and Assistants Union of America to dismiss and motion of deft. Kokomo Printing Pressmen and Assistants' Union 302 and Kokomo Paper Handlers Union #34 to stay proceedings each overruled. (SE).

10/10/55—Deft. International Printing Pressmen and Assistants' Union of North America files motion for more definite statement, with proof of service.

Defts. Kokomo Paper Handlers Union No. 34 and Kokomo Printing Pressmen and Assistants' Union No. 302, file Notice of Appeal from order of court denying motion of said defts. Defts. file appeal bond in sum of $250.00 with Peerless Casualty Co. as surety thereon. Copy of Notice of Appeal mailed to attys. for plaintiff.

10/12/55—Plff. fi. memorandum in opposition to defts. motion for more definite statement with proof of service.

10/21/55—Defts.-Appellants file designation of contents of record on appeal, with proof of service.

10/28/55—Plaintiff files designation of additional portions of record on appeal with proof of service.

36 UNITED STATES DISTRICT COURT.
* * (Caption—IP-55-C-24) * *

## CLERK'S CERTIFICATE.

I, Robert G. Newbold, Clerk of the United States District Court in and for the Southern District of Indiana, do hereby certify that the above and foregoing is a full and true transcript of the record and proceedings in the above-entitled cause pursuant to the Defendants-Appellants' Designation of the Record filed on October 21, 1955, and the Plaintiff-Appellee's Designation of Additional Portions of the Record to be included on Appeal filed October 28, 1955, now remaining among the records of said Court in my office.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Indianapolis, Indiana, this 14th day of November, 1955.

Robert G. Newbold,
(Seal) *Clerk, United States District Court, Southern District of Indiana.*